

Champion Local School District

BOARD OF EDUCATION

5759 Mahoning Ave. NW
Warren, Ohio 44483
(330) 847-2330
FAX (330) 847-2336

SUPERINTENDENT

(330) 847-2330
EXT. #2
FAX: (330) 847-2336

TREASURER

(330) 847-2330
EXT. #3
FAX: (330) 847-2336

**TRANSPORTATION/
MAINTENANCE
SUPERVISOR**

(330) 847-2330
EXT. #1
FAX: (330) 847-2336

EMIS COORDINATOR

(330) 847-2330
EXT. #1
FAX: (330) 847-2336

**FOOD SERVICE
SUPERVISOR**

(330) 847-2330
EXT. #4
FAX: (330) 847-2336

HIGH SCHOOL

5976 Mahoning Ave. NW
Warren, Ohio 44483

Office

(330) 847-2305
FAX: (330) 847-2353

Attendance

(330) 847-2300

Athletic Director

(330) 847-2314

Guidance Department

(330) 847-2307

MIDDLE SCHOOL

5435 Kuszmaul Ave. NW
Warren, Ohio 44483

Office

(330) 847-2348
Fax: (330) 847-2355

Guidance Department

(330) 847-2343

CENTRAL ELEMENTARY

5759 Mahoning Ave. NW
Warren, Ohio 44483

Office

(330) 847-2315
FAX: (330) 847-2322

Attendance

(330) 847-2324

Guidance Department

(330) 847-2327

USAC

Schools and Library Division

30 Lanidex Plaza West

PO Box 685

Parsippany, NJ 07054-0685

Dear Sir:

This correspondence is an appeal to the Funding Commitment Decision Letter dated June 29, 2010. A copy of the questioned contract is included. Contract award date should have been January 21, 2010 instead of July 1, 2010.

The person designated to discuss this issue is:

Brian W. Gillespie

5759 Mahoning Avenue

Warren, Ohio 44483

330-847-2337

330-847-2336 (fax)

Brian.gillespie@neomin.org

The appellant's name and other pertinent information is as follows:

Appellant name: Champion Local School District

Service Provider: CenturyLink Corporation FKA Embarq

BEN: 129626

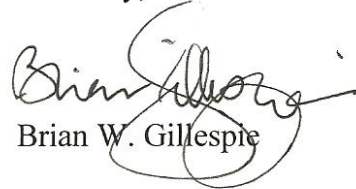
SPIN: 143019614

Form 471 Application #: 724292

Funding Commitment Decision Letter for Funding Year 2010.

Decision we are appealing: Contract Violation. DR1: Applicant has not provided sufficient documentation to determine eligibility of this item. No documentation was provided to verify the Contract Award Date.

Sincerely,



Brian W. Gillespie

Contract No. 10KCL17ZS2WC**Products and Services Agreement**

This Products and Services Agreement ("Agreement") between EMBARQ SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and Champion Local School District ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer.

1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
4. **ENTITY.** EMBARQ has joined with CenturyTel to create a new communications company - CenturyLink. While CenturyLink is the "doing business as" (d/b/a) name of the new company and is used as a defined term in this Agreement, the entity with whom Customer is contracting is a former EMBARQ company. For an interim period until all work is completed to update systems and platforms related to the companies' combination, the name EMBARQ will be used in association with the products and services provided by former EMBARQ companies. As a result, Customer will see references in this Agreement to EMBARQ products and services and terms and conditions that continue to use the EMBARQ name.

AGREED:**EMBARQ SOLUTIONS, INC.**

By: Carol Pozega
Printed: CAROL POZEGA
Title: General Sales Mgr
Date: 1/21/2010

Address for Notices: Sales Administration
665 Lexington Avenue
Mailstop: OHMANB0107
Mansfield, OH 44907

And if related to a dispute to:
CenturyLink - Attn: VP, Commercial
Law
5454 W. 110th Street
Overland Park, KS 66211

Champion Local School District

By: Brian Gillespie
Printed: BRIAN GILLESPIE
Title: CFO
Date: 1/21/10

Customer Address: 5759 Mahoning Ave. NW
WARREN, OH 44483

Address
for Notices
(if different
from
above):

Sales Rep: Lisa Flask

Sales Rep Phone: (330) 841-1484

Contract No. 10KCL17ZS2WC**SERVICES LIST**

1. **SERVICES.** Champion Local School District will provide to Customer those Services identified below. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in the table below. Each Order Term begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing.

Service	Order Term (Months)	Monthly Recurring Charge	Non-recurring Charges
Centrex	12	\$1434.56	\$0.00
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Centurion Quote:			

2. **PRICING.**
- 2.1 **Monthly Recurring Charges ("MRC").** CenturyLink will charge Customer the MRCs for the Services described in the Price Table.
- 2.2 **Non-recurring Charges ("NRC").** CenturyLink may charge Customer NRCs related to the Services described in the Price Table.
- 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
- 2.4 **Additional Payment Requirements.** At any time, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.**
- 3.1 CenturyLink provides local exchange carrier Services under its Tariffs, posted to www.embarq.com/ratesandconditions. These Tariffs are filed with, and approved by, respective federal and state regulatory commissions. CenturyLink may modify its Tariffs from time to time. Tariffed rates are subject to change without notice.
- 3.2 For local exchange carrier Services that have been detariffed, CenturyLink provides those Services under Local Terms of Service for Business Customers, posted to www.embarq.com/ratesandconditions. Local Terms of Service for Business Customers also will apply to any Service in the event CenturyLink withdraws its Tariffs in any jurisdiction with respect to that Service. In such an instance, Local Terms of Service for Business Customers apply to that Service on the later of the Effective Date or the date the withdrawal of applicable Tariffs becomes effective.
- 3.3 CenturyLink provides long distance Services under the EMBARQ Standard Terms and Conditions for Communications Services and Schedules, all posted to www.embarq.com/ratesandconditions.

- 3.4 CenturyLink provides all other Services, including non-regulated Services, under the EMBARQ Standard Terms and Conditions for Communications Services and relevant service-specific terms and conditions, all posted to www.embarq.com/ratesandconditions.
- 3.5 Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed in Section 3 above based for the Service cancelled or terminated. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current EMBARQ Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all posted to www.embarq.com/ratesandconditions.

SCHOOLS AND LIBRARIES FUNDING PROGRAM ADDENDUM

Embarq and Customer are entering an Agreement for the provision of certain telecommunications services, equipment or both ("Service"). The Service may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("E-Rate Program") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the Federal Communications Commission ("FCC"), or under state or local corollaries to the E-Rate Program (collectively, "Support"). This Addendum is an integral part of the Agreement and is binding when acknowledged by Customer or when Customer receives Service.

1. **EFFECTIVE DATE OF AGREEMENT.** The Term of the Agreement will begin according to the following option selected by Customer:

<input type="checkbox"/> Option 1.	The Term will begin as stated in the Agreement. Customer is requesting Support, but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input checked="" type="checkbox"/> Option 2.	The Term will begin on July 1, 2010. Customer is requesting Support, but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input type="checkbox"/> Option 3.	The Term will begin on the last date on which both parties have signed the Agreement and Embarq has received USAC's Funding Commitment Decision Letter or a similar written commitment of Support from a state or local program administrator ("Other Funding Source"). But if Embarq receives USAC's Funding Commitment Decision Letter or a commitment from an Other Funding Source before July 1, 2010, the effective date of the Agreement will be July 1, 2010. Customer will be responsible for payment for Service throughout the remainder of the Term and for any amounts not covered by the Support, irrespective of the availability of Support for future years.
<input type="checkbox"/> Option 4.	The Term will begin on the last date on which both parties have signed the Agreement. Customer affirms that it is not currently requesting Support for Service. The remainder of this Addendum will not apply to the Agreement if Customer selects Option 4. If Customer subsequently chooses to request Support for Service, Customer will contact Embarq to make appropriate arrangements.

If Customer does not indicate an affirmative choice above, Embarq will treat the Agreement as if Customer selected Option 4.

2. **APPLICATIONS FOR SUPPORT.** Following execution of the Agreement and if Customer chooses to seek Support for Service, Customer will take the following steps to request Support depending on the source of such funds.
- A. **USAC.** Customer will take appropriate steps to ensure that USAC receives a Form 471 application (or its successor form) and any other necessary documentation to request Support for Service. For Service provided in multiple years, Customer will submit subsequent Forms 471 to request Support. Customer will promptly provide Embarq with a copy of its Funding Commitment Decision Letter and all other relevant documentation requested by Embarq. Customer will abide by all FCC and USAC rules and obligations for receipt of Support, including but not limited to submission of Form 486 (or its successor form) confirming receipt of Service.
 - B. **Other Funding Sources.** If desired, Customer will take all necessary steps to request Support from Other Funding Sources. Customer will promptly notify Embarq in writing of its receipt of a Support commitment from Other Funding Sources, and will include a copy of its application and Other

Funding Source documentation in such notice to Embarq. Customer will abide by all Other Funding Source rules and obligations for receipt of Support.

3. **RECEIPT OF SUPPORT.**

- A. **USAC.** Customer will pay, in full, all invoices issued by Embarq prior to Embarq's receipt of notification from USAC of Customer's Form 486 filing and Embarq's receipt of the service worksheet. Upon notification, Embarq will apply discounts or reimburse Customer according to the Funding Commitment Decision Letter, Form 486 for Service delivered, and Embarq worksheet delineating the associated accounts. Embarq may require Customer to seek USAC reimbursement via Form 472 if Customer has not received its USAC Funding Commitment Decision Letter by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by USAC's funding year. Embarq will either apply a credit to Customer's account or provide Customer with a check or credit corresponding to USAC's Support commitment as calculated after providing Service.
- B. **Other Funding Sources.** Customer will pay, in full, all invoices issued by Embarq prior to Embarq's receipt of notification from the Other Funding Source acknowledging Customer's receipt of Service. Upon notification, Embarq will apply discounts or reimburse Customer for Service delivered under the terms of the Agreement and corresponding to the Other Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Other Funding Source funding year. Embarq may apply a credit to Customer's account or provide Customer with a check corresponding to the Other Funding Source's Support commitment as calculated after providing Service.


4. **FAILURE TO OBTAIN SUPPORT.**

- A. If, for any reason other than Embarq's material failure to deliver Service under the terms of the Agreement, the FCC, USAC or Other Funding Sources fail to reimburse Embarq for Service, or if the FCC, USAC or Other Funding Sources reclaim any portion of Support paid to Embarq on Customer's behalf, then Customer will reimburse Embarq for these amounts.
- B. While Embarq will use commercially reasonable efforts to assist Customer in requesting Support, Embarq is not responsible for Customer's compliance with FCC, USAC or Other Funding Source rules and regulations, Customer's applications for Support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer.

5. **TITLE TO EQUIPMENT.** Any equipment for which Customer is not applying for Priority 2 Support under the E-Rate Program, and is used in the provision of Services under the Agreement, is the property of Embarq. Customer neither owns nor will acquire any right of ownership to any such Embarq-provided equipment. Upon termination or expiration of the Agreement, Customer will surrender and immediately return the Embarq-provided equipment to Embarq or will provide Embarq access to reclaim such equipment.

6. **PRECEDENCE AND INTERPRETATION.** The terms and conditions of this Addendum take precedence over all conflicting terms and conditions in the Agreement. All other terms and conditions of the Agreement remain unchanged.

Acknowledged this 21 day of January, 2010.


Signature
BRIAN GILLESPIE
Print Name
CFO
Title